

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON**

IN RE:)	
)	
JAMIE JOHN-CRANE)	Case No.: 24-61994-tmr7
)	
Debtor.)	Chapter 7
)	
<hr style="width: 30%; margin-left: 0;"/>)	
)	ADVERSARY COMPLAINT
Jamie: John-Crane)	DEMAND FOR PROOF OF CLAIM AND
Sui Juris)	REQUEST FOR INJUNCTIVE RELIEF
PLAINTIFF,)	
V.)	
)	
NAVY FEDERAL)	
CREDIT UNION)	
)	
DEFENDANT.)	
)	

COMES NOW, Jamie: John-Crane, representing JAMIE JOHN-CRANE Debtor, do hereby respectfully submits this response in opposition to Defendant's request for relief from automatic stay and file this adversary complaint on the following basis.

INTRODUCTION

1. This adversary proceeding is brought under 11 U.S.C. §§ 506 and 547 to determine the validity, priority, and enforceability of Navy Federal Credit Union's alleged security interest in a vehicle owned by the Trust.

2. Plaintiff, Jamie John-Crane, as Trustee of the Trust, contests the Defendant's right to enforce a security interest on the vehicle in question.

PARTIES

3. Plaintiff, Jamie John-Crane (the 'Trustee'), is the Trustee of the Trust, which holds legal title to the subject vehicle. The vehicle is a 2023 Ford Bronco with VIN [1FMEE5DPXPLB56790].
4. Defendant, Navy Federal Credit Union (the 'Defendant'), is a creditor asserting a claim against the vehicle through an alleged security interest.

JURISDICTION AND VENUE

5. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(K), as it concerns the determination of the validity and extent of a lien.
6. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

FACTS

7. On or about December 1, 2023, Plaintiff acquired the subject vehicle. The vehicle was paid upfront using negotiable instruments, and there was no need for Plaintiff to make any further payments under a loan or financing agreement.
8. Navy Federal Credit Union asserts a claim against the vehicle, alleging that they have a perfected security interest. However, the Defendant has failed to provide sufficient proof of a perfected security interest.
9. Upon information and belief, Navy Federal Credit Union does not have a perfected security interest in the vehicle owned by the Trust. Plaintiff asserts that the Defendant failed to file the necessary UCC-1 Financing Statement or other documentation with the appropriate authority to

perfect their security interest.

10. Navy Federal Credit Union, acting as the alleged creditor, has not demonstrated that it is the lawful holder in due course of any debt obligation, nor have they established their rights to enforce any lien under applicable state laws.
11. Plaintiff further asserts that there is no evidence supporting the documents submitted by Navy Federal Credit Union are originals and may have been altered. Plaintiff contests the authenticity of these documents and demands strict proof they are genuine.
12. Plaintiff also asserts that any reliance on photocopies of an alleged promissory note or loan agreement should be excluded under the Best Evidence Rule. Plaintiff demands the production of the original document(s), to include the wet ink signature to verify their authenticity.
13. Plaintiff has requested validation of the debt and proof of a perfected security interest pursuant to the Fair Debt Collection Practices Act (FDCPA) but has not received any valid evidence of such perfection.

CLAIMS FOR RELIEF

COUNT ONE: DECLARATORY JUDGMENT (11 U.S.C. § 506)

14. Plaintiff realleges and incorporates by reference paragraphs 1 through 13 as if fully set forth herein.
15. Navy Federal Credit Union's claim against the vehicle is unperfected, and as such, the claim should be avoided or subordinated to the interests of the Plaintiff, as Trustee for the Trust.
16. Plaintiff seeks a declaratory judgment that Navy Federal Credit Union's security interest in the

vehicle is invalid, and they do not hold a perfected lien that can be enforced under applicable bankruptcy or state laws.

COUNT TWO: DETERMINATION OF SECURED STATUS

17. Plaintiff realleges and incorporates by reference paragraphs 1 through 16 as if fully set forth herein.

18. Defendant's purported claim as a secured creditor is invalid due to the failure to perfect its interest in the vehicle, rendering Navy Federal's status as a secured creditor void.

19. Pursuant to 11 U.S.C. § 506, Plaintiff requests that the Court determine the status of Defendant's claim and declare that Navy Federal's interest in the vehicle is unsecured.

COUNT THREE: OBJECTION TO CLAIM

20. Plaintiff realleges and incorporates by reference paragraphs 1 through 19 as if fully set forth herein.

21. Plaintiff objects to Navy Federal's claim on the grounds that they have not produced the original loan agreement, promissory note, or other necessary documents proving their legal right to enforce the claim.

22. Plaintiff asserts that the vehicle was paid upfront using negotiable instruments, and no further payments were required. Defendant's failure to acknowledge this payment further discredits their claim of a valid lien.

23. Without sufficient proof of Navy Federal's standing as a secured creditor and ownership of the debt, Plaintiff seeks an order disallowing Navy Federal's claim in its entirety.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

1. A declaratory judgment that Navy Federal Credit Union's security interest in the vehicle is invalid and unperfected.
2. An order determining that Navy Federal's claim is unsecured under 11 U.S.C. § 506.
3. An order disallowing the Defendant's claim due to the failure to prove their standing and interest in the vehicle.
4. Any further relief the Court deems just and proper.

Dated: October 21, 2024

Respectfully Submitted,

By: Jamie-Christina John-Crane

Jamie: John-Crane/Representative

Without Prejudice UCC 1-308

c/o

Certificate of Service:

I certify that on 10/21/24, I served a copy of this Adversary Complaint, Demand for Proof of Claim, and Request for Injunctive Relief on Navy Federal Credit Union and their attorney, Lance E. Olsen, McCarthy & Holthus, LLP, by mailing a copy to 108 1st Ave S., Seattle, WA 98104.

I certify that on 10/21/24, I served a copy of this Adversary Complaint, Demand for Proof of Claim, and Request Injunctive Relief on U.S Trustee, Vanessa Pancic via email pancictrustee@comcast.net.

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS JAMIE JOHN-CRANE	DEFENDANTS NAVY FEDERAL CREDIT UNION	
ATTORNEYS (Firm Name, Address, and Telephone No.)	ATTORNEYS (If Known) LANCE E OLSEN 108 1ST AVE S SUITE 300, SEATTLE WA 98104	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Plaintiff seeks declaratory judgment under 11 U.S.C. § 506 to determine the validity and enforceability of Navy Federal Credit Union's alleged security interest in a vehicle owned by the Trust. The Plaintiff contends that the Defendant does not hold a perfected security interest and has failed to provide the original loan documents or proof of a valid lien. Additionally, Plaintiff asserts an		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input checked="" type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought Plaintiff seeks a permanent injunction prohibiting Navy Federal Credit Union from asserting any claim, interest, or lien against the vehicle in question and any further harassment or collection		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR JAMIE JOHN-CRANE		BANKRUPTCY CASE NO. 24-61994-TMR7
DISTRICT IN WHICH CASE IS PENDING OREGON	DIVISION OFFICE EUGENE	NAME OF JUDGE
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) <i>By: Jamie-Christina John-Crane</i>		
DATE 10/21/87	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Jamie John-Crane	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.